

By and Between

BellSouth Telecommunications, Inc.

And

**ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom d/b/a Grapevine**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine, hereinafter referred to as ("ITC^DeltaCom") an Alabama corporation, and shall be deemed effective on the Effective Date, as defined herein. This agreement may refer to either BellSouth or ITC^DeltaCom or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is an incumbent local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ITC^DeltaCom is a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the state of Georgia; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements and/or resale services, and exchange traffic pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ITC^DeltaCom agree as follows:

Definitions

Access Service Request or "ASR" means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.

Act means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended, including the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission/Board.

Advanced Intelligent Network or "AIN" is Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

Affiliate is an entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For purposes of this paragraph, the term "own" or "control" means to own an equity interest (or equivalent thereof) of more than 10 percent.

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BILLING AND BILLING ACCURACY CERTIFICATION

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BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

- 1.1 The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.
- 1.2 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that ITC^DeltaCom requests. BellSouth will bill and record in accordance with this agreement those charges ITC^DeltaCom incurs as a result of ITC^DeltaCom purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. BellSouth's bills to ITC^DeltaCom for unbundled network elements and resold services purchased by ITC^DeltaCom shall include the item (USOC), quantity and price of such purchased services. For those services where standards have not yet been developed, BellSouth's billing shall be consistent with Ordering and Billing Forum (OBF) standards.
- 1.2.1 At either party's request, multiple billing media or additional copies of bills will be provided at a reasonable cost.
- 1.2.2 BellSouth will render bills each month for resold lines on established bill days for each of ITC^DeltaCom's accounts.
- 1.2 Master Account. The Parties have established accounts with each other.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of ITC^DeltaCom or BellSouth as applicable. ITC^DeltaCom and BellSouth shall make payment to each other for all services billed. Neither Party shall be responsible for payments not received by the other Party's customers. Neither Party shall become involved in billing disputes that may arise between the other Party and its customers. Payments made by either Party as payment on account shall be credited to an accounts receivable master account and not to an end user's account.
- 1.4 Tax Exemption. Upon proof of tax exempt certification, the total amount billed shall not include any taxes due from the end user. The Retail Service provider shall be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

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- 1.5 Miscellaneous. BellSouth will bill ITC^DeltaCom in advance for all resold services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill ITC^DeltaCom and ITC^DeltaCom will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.]
- 1.6 Late Payment. If any portion of the payment is received by the Party after the payment due date as set forth preceding, or if any portion of the payment is received by the Party in funds that are not immediately available to the Party, then a late payment charge shall be due to the Party. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. For billing from BellSouth, the late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, as appropriate. For billing from ITC^DeltaCom, the late factor shall be as set forth in the appropriate ITC^DeltaCom's tariff, but in no event, shall such late factor exceed that set forth in the applicable BST tariff. In addition to any applicable late payment charges, the Party may be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Access Charges for Resold Services. Any Switched Access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to ITC^DeltaCom.
- 1.8 End User Common Line Charge for Resold Services. Pursuant to 47 CFR Section 51.617, BellSouth will bill ITC^DeltaCom end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.9 Discontinuing Service. The procedures for discontinuing service to ITC^DeltaCom or BellSouth are as follows:
- 1.9.1 Each party reserves the right to suspend or terminate service for nonpayment in accordance with applicable state and federal regulations.
- 1.9.2 If payment of account is not received by the bill day in the month after the original bill day, the billing Party may provide written notice via certified

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U.S. Mail to the other Party pursuant to the Notice Provision in Section 20.3 of General Terms and Conditions that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition the billing party may, at the same time, give thirty days notice to the person designated by the other party to receive notices of noncompliance, to discontinue the provision of existing services at any time thereafter.

- 1.9.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.9.4 If the billing party does not discontinue the provision of the services involved on the date specified in the thirty days notice and the other Party's noncompliance continues, nothing contained herein shall preclude the billing party's right to discontinue the provision of the services without further notice.
- 1.9.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, the billed party's services may be discontinued. Upon discontinuance of service on the billed party's account, service to the billed party's end users will be denied. The billing party will reestablish service at the request of the end user or the other Party upon payment of the appropriate connection fee and subject to the billing party's normal application procedures. The billed party is solely responsible for notifying the end user of the proposed service disconnection.
- 1.9.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service shall be disconnected.
- 1.11 Deposit Policy. The Parties agree that the purpose of this Deposit is to provide assurance to BellSouth that timely payments for services performed and accurately billed are made by ITC^DeltaCom to BellSouth. The Parties also agree that the remedies of this Deposit Policy shall be applied in good faith and not under circumstances caused by an administrative error. BellSouth reserves the right to secure the accounts of new and existing customers only as provided for pursuant to this section. Customer, for purposes of this Section 1.11, is defined as ITC^DeltaCom Communications, Inc. or any entity authorized to conduct business as a CLEC in the state and does not include any parents or separate affiliates. Notice, for purposes of this Deposit Policy, is defined as written notification to the Chief Financial Officer, General Counsel, and Vice President of Line Cost Accounting of ITC^DeltaCom.

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- 1.11.1 New Customers and existing Customers may satisfy the requirements of this section with a D&B credit rating of 5A1 or through the presentation of a payment guarantee executed by another existing customer of BellSouth and with terms acceptable to BellSouth where said guarantor has a credit rating equal to 5A1. Upon request, Customer shall complete the BellSouth credit profile and provide information, reasonably necessary, to BellSouth regarding creditworthiness.
- 1.11.2 With the exception of new Customers with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new Customers as set forth in subsection 1.11.4. In addition, new Customers will be treated as such until twelve months from their first bill/invoice date, and will be treated as existing Customers thereafter.
- 1.11.3 If a Customer has filed for bankruptcy protection within twelve (12) months of the effective date of this Agreement, BellSouth may treat Customer, for purposes of establishing a security on its accounts as a new customer as set forth in subsection 1.11.7.
- 1.11.4 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form), Surety Bond (BellSouth Form), or, in BellSouth's sole discretion, some other form of security proposed by Customer. The amount of the security shall not exceed one months' estimated billing for services billed in advance and two months billing for services billed in arrears and if provided in cash, interest on said cash security shall accrue and be paid in accordance with the terms in the Commission approved General Subscriber BellSouth tariff for the appropriate state.
- 1.11.5 Any such security shall in no way release Customer from the obligation to make complete and timely payments of its bill.
- 1.11.6 No security deposit shall be required of an existing Customer who has a good payment history and meets two (2) liquidity benchmarks sets forth below in Sections 1.11.6.2 and 1.11.6.3. BellSouth may secure, pursuant to Section 1.11.9, the accounts of existing Customers where an existing Customer does not have a good payment history as defined in Section 1.11.1.5.1. If an existing Customer has a good payment history but fails to meet the two (2) liquidity benchmarks defined in Sections 1.11.6.2 and 1.11.6.3, BellSouth may secure the Customer's accounts, pursuant to Section 1.11.9.
- 1.11.6.1 Payment history is based upon the preceding twelve (12) month period. A good payment history shall mean that less than 10% of the non-disputed receivable balance is aged over thirty (30) days from the invoice/bill date at any given time. The existing Customer's payment history shall be

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predicated on net-thirty (30) day terms from the invoice/bill date. Only good faith disputes submitted to BellSouth pursuant to the procedures set forth in the parties' interconnection agreement, as amended, will be considered in determining the "non-disputed receivable balance". Where Customer has disputed a rate change initiated by BellSouth as a result of the Triennial Review Order and/or the appeal of that order by the U.S. District Court for the District of Columbia (referred to as "USAll"), BellSouth shall treat that dispute as a dispute in good faith pending any final determination made pursuant to the dispute resolution mechanism set forth in the parties' interconnection agreement. If an invoice/bill is delivered electronically, and such electronic invoice/bill is transmitted by BellSouth more than ten (10) business days after the invoice/bill date, the calculation of Customer's payment history as to said invoice shall be on net-thirty (30) day terms from the date the invoice/bill is transmitted for such invoice/bill.

- 1.11.6.1.2 If Customer fails to comply with the requirements of this Section 1.11.6.1, BellSouth will provide Customer with three (3) business days Notice of default of this Section 1.11.6.1. If Customer fails to either cure said default, or to demonstrate that there is no default, within the three (3) business days notice period, BellSouth may secure Customer's accounts pursuant to Section 1.11.9.
- 1.11.6.2 The existing Customer's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of reported financials excluding any nonrecurring charges or special restructuring charges. EBITDA means, for any period, the sum, determined on a Consolidated basis, of (a) net income, (b) interest expense, (c) income tax expense, (d) depreciation expense, (e) amortization expense, and (f) the aggregate of all non-case deducted in arriving at net income in clause (a) above, as long as this information is included in publicly available financial data audited annually by a domestic Certified Public Accountant, including, but not limited to, asset impairment charges and any restructuring charges.
- 1.11.6.3 The existing Customer has a current bond rating of BBB or above or Customer has no bond rating or a current bond rating between CCC and BB and meets the following criteria for the reported financials of the last Fiscal Year End, audited by a domestic Certified Public Accountant ("Last Fiscal Year End"), and for the prior four (4) quarters of reported financials on a cumulative basis.
- 1.11.6.3.1 Positive cash flow from operations minus cash dividends. Negative cash flow from operations directly due to one time charges from merger and acquisitions or other extraordinary items will not automatically act as a trigger for a deposit. Customer will disclose the nature and amount of such charges to BellSouth, and BellSouth will review such amounts and

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shall waive this condition if exclusion of such items would result in positive cash flow from operations, and Customer has adequate cash or liquidity to fund such adjustments.

- 1.11.6.3.2 Positive tangible net worth;
- 1.11.6.3.3 Debt/tangible net worth between zero and 2.5. For purposes of computing debt/tangible net worth, the redeemable preferred stock presented in the mezzanine section of the Customer's balance sheet will be included as equity; and
- 1.11.6.3.4 Customer is compliant with all financial maintenance covenants.
- 1.11.7 If Customer files for bankruptcy protection during the term of this Agreement, Customer acknowledges that BellSouth is entitled to adequate assurance of payment in the form of a deposit of one month's estimated billing for services billed in advance and two months billing for services billed in arrears or other means of security during the pendency of the bankruptcy proceeding. Upon confirmation of the reorganization plan and the emergence of Customer from bankruptcy, if BellSouth's agreements were not cured 100% and BellSouth incurred a loss on the pre-petition account of Customer of the bankruptcy, Customer shall be treated as a new customer, as "new Customer" is treated under this section, for a period of one year in regard to BellSouth's right to secure the accounts of Customer.
- 1.11.8 Upon notice of default of a bank (or other loan provider's) financial maintenance covenant and upon Customer's failure to either cure or obtain a waiver from such default within seven (7) calendar days of notice, BellSouth may utilize the remedies set forth in subsection 1.11.9 unless Customer can demonstrate to the reasonable satisfaction of BellSouth that Customer has ample liquidity to fund said debt should the debt payment obligation become accelerated.
- 1.11.9 If, at any time during the term of this Agreement, Customer fails to comply with the requirements of Section 1.11.6 or 1.11.8, BellSouth shall provide Notice to Customer of its intent to implement this subsection 1.11.9.
- 1.11.9.1 Upon receipt of notice, Customer shall pay all current amounts by due date and pay past due undisputed amounts immediately. Customer shall also immediately pay disputed amounts to the extent the amount in dispute is greater than 30% of total charges for the current month. Customer shall thereafter pay the charges for future services billed by BellSouth pursuant to an accelerated payment schedule, which shall provide for half of the charges to be paid within fifteen (15) days of invoice/bill date and the

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remainder to be paid within thirty (30) days of invoice/bill date. If an invoice/bill is delivered electronically for future services, and such electronic invoice/bill is transmitted more than ten (10) business days from invoice/bill date, the accelerated payment schedule will be adjusted for said invoice/bill and shall provide for half of the charges to be paid within fifteen (15) days of said invoice/bill transmit date and the remainder to be paid within thirty (30) days of said invoice/bill transmit date. Further, Customer shall pay all disputed amounts to the extent the amount in dispute is greater than 30% of the total charges for the current month, within the accelerated payment schedule timeframe. If paid disputed amounts are resolved in the Customer's favor, the Customer will be issued a credit for the resolved amount and BellSouth shall credit Customer's account for accrued interest at the same rate of interest that BellSouth assesses under its tariffs for late payment. Customer shall make all payments from readily available funds by wire transfer or some other equivalent electronic means. If Customer fails to comply with the requirements of this Section 1.11.9.1, BellSouth will provide Customer with three (3) business days Notice of default of this Section. If Customer fails to either cure said default, or to demonstrate that there is no default, within the three (3) business days notice period, BellSouth may secure Customer's accounts pursuant to Section 1.11.9.2.

1.11.9.2 If Customer defaults on above Section 1.11.9.1, then BellSouth may secure accounts with a one (1) months deposit of average billing services billed in advance and two (2) months billing for services billed in arrears during prior six month period. Said deposit shall be paid to BellSouth within thirty (30) days from the date of BellSouth Notice pursuant 1.11.6.1. The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form), or, in BellSouth's sole discretion, some other form of security proposed by Customer. If the amount of security is provided in cash, interest on said cash security shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. If Customer fails to comply with the requirements of this Section 1.11.9.2, BellSouth will provide Customer with three (3) business days notice of default of this Section 1.11.9.2. If Customer fails to cure said default within the three (3) business days notice period, BellSouth shall have the right to begin immediate termination of services provided under this Agreement without regard to any other provision contained within this Agreement.

1.11.10 Once a deposit is provided to BellSouth by Customer under any criterion, if, after twelve (12) months, Customer meets the criterion specified in above Section 1.11.6, the deposit and all interest will be applied to Customer's account. If at any time subsequent to the return of a deposit, Customer evinces a poor payment history or fails to satisfy the conditions set forth in this deposit policy, BellSouth may require a security deposit.

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- 1.11.11 In the event BellSouth demands a deposit from Customer and Customer can show that BellSouth's demand is contrary to the terms and intent of this Section 1.11, Customer reserves its right to seek Commission review of BellSouth's deposit demand.
- 1.12 Neither Party will perform billing and collection services for the other as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group of the other Party.
- 2. **Billing and Billing Accuracy Certification**
 - 2.1 At the option of ITC^DeltaCom, BellSouth and ITC^DeltaCom shall mutually agree upon a billing quality assurance program for all billing elements covered in this Agreement that shall eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges shall be part of that program.
 - 2.2 As part of the billing quality assurance program, BellSouth and ITC^DeltaCom will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis the billing party will provide the other party with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, each party shall pay all bills received from the other party in full by the payment due date.
 - 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
 - 2.3.1 Each party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process shall be established for resolving local billing discrepancies as part of the billing quality assurance program.
 - 2.3.2 Closure of a specific billing period shall occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

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3. Billing Disputes

- 3.1 Where the parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section. Provided, that nothing herein shall preclude either party from filing complaints, at any time, in accordance with the dispute resolution provisions included in the General Terms and Conditions to the Agreement.
- 3.2 Each Party agrees to notify the other Party upon the discovery of a billing dispute. Each Party shall report all billing disputes using the Billing Adjustment Request Form (BAR Form RF 1461). In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management as set forth in Exhibit A, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin.
- 3.2.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management as set forth in Exhibit A for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management as set forth in Exhibit A for each of the respective Parties for resolution.
- 3.2.2 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management as set forth in Exhibit A for each of the respective Parties for resolution.
- 3.3 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

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3.4

Notwithstanding the above, there will be no adjustments or backbilling beyond twelve (12) months after the invoice has been rendered.

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RAO Hosting

- 4.1 RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ITC^DeltaCom by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 4.2 ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Applicable compensation amounts will be billed by BellSouth to ITC^DeltaCom on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 ITC^DeltaCom must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMD5 interfacing host, require written notification from ITC^DeltaCom to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia functions. BellSouth will request the assignment of an RAO code from its connecting contractor on behalf of ITC^DeltaCom and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from ITC^DeltaCom that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from ITC^DeltaCom.
- 4.7 All data received from ITC^DeltaCom that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

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- 5.8 All data received from ITC^DeltaCom that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor.
- 5.9 BellSouth will receive messages from the CMDS network that are destined to be processed by ITC^DeltaCom and will forward them to ITC^DeltaCom on a daily basis.
- 5.10 Transmission of message data between BellSouth and ITC^DeltaCom will be via CONNECT:Direct.
- 5.11 All messages and related data exchanged between BellSouth and ITC^DeltaCom will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 5.12 ITC^DeltaCom will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 5.13 Should it become necessary for ITC^DeltaCom to send data to BellSouth more than sixty (60) days past the message date(s), ITC^DeltaCom will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ITC^DeltaCom to notify all affected Parties.
- 5.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties shall work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ITC^DeltaCom) identified and agreed to, the company responsible for creating the data (BellSouth or ITC^DeltaCom) shall make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon a reasonable estimate of three to twelve months of prior usage. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties. If access usage data is not processed and delivered by either Party in a timely manner such that the

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other Party is unable to bill the IXC, the responsible Party shall be liable for the amount of lost revenue. The Parties agree that the term "timely manner" as used herein shall be defined in accordance with OBF guidelines. Until such time as OBF addresses this issue, the term "timely manner" shall be reasonably determined on a case-by-case basis.

- 5.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from ITC^DeltaCom, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ITC^DeltaCom of the error condition. ITC^DeltaCom will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ITC^DeltaCom will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth. Both Parties agree to provide the other Party notification of any discovered errors within 7 business days of the discovery.
- 5.16 In association with message distribution service, BellSouth will provide ITC^DeltaCom with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 5.17 Other than as specified in Section 4.14 and 4.15 above, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 5.18 RAO Compensation
- 5.18.1 Rates for message distribution service provided by BellSouth for ITC^DeltaCom are as set forth in Exhibit B of this Agreement.
- 5.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit B of this Agreement.
- 5.18.3 Data circuits (private line or dial-up) will be required between BellSouth and ITC^DeltaCom for the purpose of data transmission. Where a dedicated line is required, ITC^DeltaCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ITC^DeltaCom shall be responsible for the initial costs of establishing the data circuit. Each party shall be responsible for the recurring charges for the data circuit to the mutually agreed upon meet point. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to BellSouth. Additionally,

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all message toll charges associated with the use of the dial circuit by BellSouth and ITC^DeltaCom will be borne by ITC^DeltaCom.

- 5.18.4 All equipment, including modems and software, that is required on the ITC^DeltaCom end for the purpose of data transmission will be the responsibility of ITC^DeltaCom.
- 5.19 Intercompany Settlements Messages
- 5.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ITC^DeltaCom as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one company's operating territory and bills in another company's operating territory is included. Traffic that originates and bills within the same company's operating territory will be settled on a local basis between ITC^DeltaCom and the involved company(ies), unless that company is participating in NICS.
- 4.19.2 Both traffic that originates outside the BellSouth region by ITC^DeltaCom and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ITC^DeltaCom, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by ITC^DeltaCom, involves a company other than ITC^DeltaCom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.19.3 Revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system.
- 4.19.4 BellSouth shall receive the monthly NICS reports from BellCore, its successor or assign, on behalf of ITC^DeltaCom. BellSouth will distribute copies of these reports to ITC^DeltaCom on a monthly basis.
- 4.19.5 BellSouth shall receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of ITC^DeltaCom. BellSouth will distribute copies of these reports to ITC^DeltaCom on a monthly basis.
- 4.19.6 BellSouth shall collect the revenue earned by ITC^DeltaCom from the operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of ITC^DeltaCom. BellSouth will remit the revenue billed by ITC^DeltaCom to the operating company in whose territory the messages originated, less a per message billing and collection fee of five cents

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(\$0.05), on behalf of ITC^DeltaCom. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ITC^DeltaCom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

- 4.19.7 BellSouth shall collect the revenue earned by ITC^DeltaCom within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ITC^DeltaCom. BellSouth will remit the revenue billed by ITC^DeltaCom within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ITC^DeltaCom via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and ITC^DeltaCom agree that monthly netted amounts of less than fifty dollars (\$50.00) shall not be settled.

5. Optional Daily Usage File

- 5.1 Upon written request from ITC^DeltaCom, BellSouth shall provide the Optional Daily Usage File (ODUF) service to ITC^DeltaCom pursuant to the terms and conditions set forth in this section.
- 5.2 ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to an ITC^DeltaCom customer.

Charges for delivery of the Optional Daily Usage File will appear on ITC^DeltaCom's monthly bills. The charges are as set forth in Exhibit B of this Agreement.

- 5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5.5 Messages that error in the billing system of ITC^DeltaCom will be the responsibility of ITC^DeltaCom. If, however, ITC^DeltaCom should encounter significant volumes of errored messages that prevent processing by ITC^DeltaCom within its systems, BellSouth will work with ITC^DeltaCom to determine the source of the errors and the appropriate resolution.

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- 5.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 5.6.1 Usage To Be Transmitted
- 5.6.1.1 The following messages recorded by BellSouth will be transmitted to ITC^DeltaCom:
- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
 - measured billable Local
 - Directory Assistance messages
 - intraLATA Toll
 - WATS & 800 Service
 - N11
 - information service provider messages
 - OPS services messages
 - OPS messages – attempted calls (UNE only)
 - Credit /cancel records
 - Usage for Voice Mail
- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to ITC^DeltaCom.
- 5.6.1.4 In the event that ITC^DeltaCom detects a duplicate on Optional Daily Usage File they receive from BellSouth, ITC^DeltaCom will drop the duplicate message (ITC^DeltaCom will not return the duplicate to BellSouth).

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5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to ITC^DeltaCom via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ITC^DeltaCom for the purpose of data transmission. Where a dedicated line is required, ITC^DeltaCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ITC^DeltaCom will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case-by-case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to ITC^DeltaCom. Additionally, all message toll charges associated with the use of the dial circuit by ITC^DeltaCom will be the responsibility of ITC^DeltaCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case-by-case basis between the parties. All equipment, including modems and software, that is required on the ITC^DeltaCom end for the purpose of data transmission will be the responsibility of ITC^DeltaCom.

5.6.3 Packing Specifications

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ITC^DeltaCom which BellSouth RAO that is sending the message. BellSouth and ITC^DeltaCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ITC^DeltaCom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

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5.6.4 Pack Rejection

- 5.6.4.1 ITC^DeltaCom shall notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. ITC^DeltaCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ITC^DeltaCom by BellSouth.

5.6.5 Control Data

ITC^DeltaCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ITC^DeltaCom received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by ITC^DeltaCom for reasons stated in the above section.

5.6.6 Testing

Upon request from ITC^DeltaCom BellSouth shall send test files to ITC^DeltaCom for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that ITC^DeltaCom set up a production (LIVE) file. The live test may consist of ITC^DeltaCom's employees making test calls for the types of services ITC^DeltaCom requests on the Optional Daily Usage File. These test calls are logged by ITC^DeltaCom, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.

5.7 ACCESS DAILY USAGE FILE

- 5.7.1 Upon written request from ITC^DeltaCom, BellSouth will provide the Access Daily Usage File (ADUF) service to ITC^DeltaCom pursuant to the terms and conditions set forth in this section.
- 5.7.2 ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of ADUF.
- 5.7.3 ADUF will contain access messages associated with a port that ITC^DeltaCom has purchased from BellSouth

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- 5.7.4 Charges for ADUF will appear on ITC^DeltaCom's monthly bills. The charges are as set forth in Exhibit B to this Attachment. All messages will be in the standard ATIS EMI record format.

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5.7.5

Messages that error in the billing system of ITC^DeltaCom will be the responsibility of ITC^DeltaCom. If, however, ITC^DeltaCom should encounter significant volumes of errored messages that prevent processing by ITC^DeltaCom within its systems, BellSouth will work with ITC^DeltaCom to determine the source of the errors and the appropriate resolution. In the event ITC^DeltaCom wants only certain ADUF records, ITC^DeltaCom shall submit a New Business request as set forth in Attachment 11 of this Agreement. ITC^DeltaCom shall compensate BellSouth for the costs associated with ITC^DeltaCom's request.

5.7.6

When ITC^DeltaCom purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will send access record to the ITC^DeltaCom via ADUF.

Originating from network element and carried by BellSouth (ITC^DeltaCom) is BellSouth's toll customer)

Selecting BST's LPIC is the only means by which a CLEC utilizing UNE-P may keep such a call on the BST network in order to utilize UNE-P to complete the intraLATA call. For such calls BST shall bill the CLEC, not the CLEC end user, and at the local UNE rates for unbundled network elements used to transport and terminate the call.

Terminating on network element and carried by Interexchange Carrier or BellSouth intraLATA toll:

BellSouth will send access record to ITC^DeltaCom.

5.8

ADUF Messages To Be Transmitted

5.8.1

The following messages recorded by BellSouth will be transmitted to ITC^DeltaCom:

interstate and intrastate access records associated with a port.

undetermined jurisdiction access records associated with a port.

5.8.2

BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to ITC^DeltaCom.

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- 5.8.3 In the event that ITC^DeltaCom detects a duplicate on ADUF they receive from BellSouth, ITC^DeltaCom will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.8.4 ADUF Physical File Characteristics
- 5.8.4.1 ADUF will be distributed to ITC^DeltaCom via CONNECT:Direct or another mutually agreed medium. The ADUF feed will be a fixed block format (2476) with an LRECL of 2472. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 5.8.4.1.1 Data circuits (private line or dial-up) will be required between BellSouth and ITC^DeltaCom for the purpose of data transmission as set forth in Section 4.18.3 above.
- 5.8.5 ADUF Packing Specifications
- 5.8.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 5.8.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ITC^DeltaCom which BellSouth RAO is sending the message. BellSouth and ITC^DeltaCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ITC^DeltaCom and resend the data as appropriate.
- The data will be packed using ATIS EMI records.
- 5.8.6 ADUF Pack Rejection
- ITC^DeltaCom will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. ITC^DeltaCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ITC^DeltaCom by BellSouth.
- 5.8.7. ADUF Control Data

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ITC^DeltaCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ITC^DeltaCom's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by ITC^DeltaCom for reasons stated in the above section.

5.8.8

ADUF Testing

Upon request from ITC^DeltaCom, BellSouth shall send a test file of generic data to ITC^DeltaCom via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

BellSouth Billing Collections Contact Escalation Matrix

Access Disputes Collections

BellSouth Billing & Collections Contact & Escalation Matrix						
	Carrier/Company Name	ACNA(s)	Billing Services	Billing Center	Billing Center Address	1st Level Man.
ATL	ITC^DeltaCom - Interquest, Interstate FiberNet, The IT Group, SouthernNet Interexchange	DLT	<ul style="list-style-type: none"> Switched Access Special Access Local Interconnection Unbundled Network Elements (Access Only- Not Resale) <p>Note: Collections; Late Payment Charges "LPC" & Tax Disputes will be handled by the Birmingham Billing Center</p>	Atlanta Billing & Collections Center	<p>Email Address: BillAccess.Disputes@BellSouth.com</p> <p>U.S. Postal Address: BellSouth Billing Office 2300 Northlake Center, 4th Floor East, Tucker, GA 30084 Contact Number - 800-823-2455 Fax Number - 770-621-0294</p>	Leonard Jones Leonard.Jones2@ 404-532-2162

BellSouth Billing Collections Contact Escalation Matrix

Access Disputes Collections

2nd Level Manager	3rd Level Manager
Julie Royer Julie.Royer@bellsouth.com 404-532-2086	Gary Patterson Operations AVP - Wholesale Operations Gary.Patterson2@bellsouth.com 205-714-7357 Fax 205-682-2730

BellSouth Billing Collections Contact

Carrier/Company Name	Billing Services	Billing Center	Billing Center Address	1st Level Manager	2nd Level Manager	3rd Level Mar
All Carriers – ACP Updates	(ACP) Area Commitment Plan Account Updates - Not Disputes	Birmingham Billing & Collections Center	Email Address: Access.specialtycenter@bellsouth.com U.S. Postal Address: BellSouth Billing Office 1 Chase Corporate Drive, 3rd Floor Birmingham, Al. 35244 Contact Number 800-773-4967 Fax Number 205-682-2729	Angela McCurry Angela.McCurry@bellsouth.com (205) 714-7360	Maxine Alagar Maxine.Alagar@bellsouth.com 205-714-7405	Gary Patterson Operations AVP - Operations Gary.patterson2@ 205-714-7357 Fax 205-682-2730

BHM

BellSouth Billing Collections Contact Escalation Matrix

BAN Consolidations

Carrier/Company Name	Billing Services	Billing Center	Billing Center Address	1st Level Manager	2nd Level Manager	3rd Level Manager
All Carriers – BAN and Bill Period Consolidations	(BAN) Billing Account Number and / or Bill Period Consolidation Requests	Birmingham Billing & Collections Center	Email Address: Access.specialtycenter@bellsouth.com	Ann Mason Ann.Mason@bellsouth.com (205) 714-7361	Maxine Alagar Maxine.Alagar@bellsouth.com 205-714-7405	Gary Patterson Operations AVP - v Operations Gary.patterson2@bellsouth.com 205-714-7357 Fax 205-682-2730
			U.S. Postal Address: BellSouth Billing Office 1 Chase Corporate Drive, 3Rd Floor Birmingham, AL 35244			
			Contact Number (800) 773-4967			
			Fax Number 205 682-2729			

BHM

BellSouth Billing Collections Contact Escalation Matrix

Billing Factor Updates

Carrier/Company Name	Billing Services	Billing Center	Billing Center Address	1st Level Manager	2nd Level Manager	3rd Level Manager
All Billing Factor Updates "Percent Interstate Usage" "PIU" Factor "Type" updates.	All PIU Factor "Type" Updates should be sent to the Atlanta Billing & Collections Center.	Atlanta Billing & Collections Center	Email Address: piu.reports@bellsouth.com	Leonard Jones Leonard.Jones2@bellsouth.com 404-532-2162	Julie Royer Julie.Royer@bellsouth.com 404-532-2086	Gary Patterson Operations AVP - Whole Operations Gary.patterson2@bellsouth.com 205-714-7357 Fax 205-682-2730
			U.S. Postal Address: BellSouth Billing Office 2300 Northlake Center, 4th Floor East, Tucker, GA 30084 Contact Number: 800-823-2455 Fax Number: 770-621-0294			

ATL

ODUF/ADUF/CMDS - Georgia													Attachment: 7		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect			GSS Rates(\$)					
							First	Add'l	First	Add'l	SOURCE	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	
	The rates marked as "OR" are those ordered by the Commission. Both Parties have reviewed these rate sheets and agree that any errors in the rate sheets shall be prospectively corrected by amendment to this Agreement.																
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message				N/A	0.001713					OR						
	ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013027					OR						
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message				N/A	0.0000068					OR						
	ODUF: Message Processing, per message				N/A	0.002167					OR						
	ODUF: Message Processing, per Magnetic Tape provisioned				N/A	36.06					OR						
	ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010856					OR						
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message				N/A	0.004					OT						
	CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001					OT						
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

The rates marked as "OR" are those ordered by the Commission. Both Parties have reviewed these rate sheets and agree that any errors in the rate sheets shall be prospectively corrected by amendment to this Agreement.



BILL NUMBER	334 BSD 5181 478
INVOICE NUMBER	BSD5181478-05135
BILL DATE	May 15, 2005
PAGE	REMITTANCE

XSPEDIUS COMMUNICATIONS

TO: BellSouth IIPC
600 North 19th Street
8th Floor
Birmingham, AL 35203

REMIT : XSPEDIUS COMMUNICATIONS, LLC
RECIPROCAL COMPENSATION
1109 PAYSHERE CIRCLE
CHICAGO, IL 60674

ELECTRONIC

PAYMENT: LaSalle Bank, Chicago, Ill
ACH ABA/ROUTING 071000505
ACCT NUMBER 5800411679

BILLING INQUIRES CALL (337) 312-5542

PLEASE REMIT THIS PAGE WITH YOUR PAYMENT
RECIPROCAL COMPENSATION

BALANCE DUE

USAGE CHARGES	\$ 111,494.84
LPC	\$ -
PAYMENTS	\$ (134,898.59)
ADJUSTMENTS	\$ -

TOTAL BALANCE DUE

\$ (23,403.75)

CURRENT CHARGES

USAGE	\$ 71,723.56
LPC	\$ -
ADJUSTMENTS	\$ -
TOTAL CURRENT CHARGES	\$ 71,723.56

TOTAL AMOUNT DUE

\$ 48,319.81

PAYMENT DUE DATE

06/15/05

NOTE: Based on the Stipulation Order between e.spire and BellSouth LPC will not be assessed.

INTERCONNECTION AGREEMENT
BETWEEN
ALLTEL SOUTH CAROLINA, INC.
&
NEWSOUTH COMMUNICATIONS CORPORATION

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GENERAL TERMS AND CONDITIONS

This Agreement ("Agreement") is between, NewSouth Communications Corporation ("NewSouth") a Delaware corporation, and ALLTEL South Carolina, Inc. ("ALLTEL") a South Carolina corporation (collectively the "Parties").

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties' Telecommunications Networks within the State of South Carolina.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the Parties hereby agree as follows:

1.0 Introduction

- 1.1 This Agreement, in accordance with §§251 and 252 of the Act, sets forth the terms, conditions and prices under which ALLTEL may provide (a) services for interconnection, and (b) Ancillary Functions to NEWSOUTH. The specific services, functions, or facilities that ALLTEL agrees to provide are those specifically identified in appendixes attached to this Agreement, and executed simultaneously with this general terms and conditions. Further this Agreement sets forth the terms, conditions, and prices under which NEWSOUTH will provide services to ALLTEL, where applicable.
- 1.2 This Agreement includes and incorporates herein the Attachments of this Agreement, and all accompanying Appendices, Addenda and Exhibits.
- 1.3 The Parties acknowledge and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f) of the Act, or under state law.
- 1.4 Prior to execution of this Agreement, NEWSOUTH agrees to provide ALLTEL in writing NEWSOUTH's CLEC certification for the state covered by this Agreement prior to the filing of this Agreement with the appropriate Commission for approval.

2.0 Effective Date

- 2.1 The effective date of this Agreement will be the last signature date that both Parties have executed the Agreement. If this Agreement is not approved by the relevant state Commission the parties agree to work cooperatively to resolve all issues identified by the Commission. Furthermore, in this situation, the Agreement will become effective upon Commission approval instead of the last signature date.

3.0 Intervening Law

- 3.1 This Agreement is entered into as a result of private negotiations between the Parties, acting pursuant to the Telecommunications Act of 1996 (the "Act"), and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of any provisions of this Agreement, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall in good faith attempt to arrive at an agreement respecting the modifications to the Agreement required. If

negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions may be resolved pursuant to any process available to the Parties under law, provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

4.0 Term of Agreement

- 4.1 The Parties agree to the provisions of this Agreement for an initial term of six (6) months from the Effective Date of this Agreement, and thereafter on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.
- 4.2 Either Party may request for this Agreement to be renegotiated upon the expiration of the initial six (6) month term or upon any termination of this Agreement. The Party desiring renegotiation shall provide written notice to the other Party. Not later than thirty (30) days from receipt of said notice, the receiving Party will acknowledge receipt of the written notice and the Parties will commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to Section 4.6 or has been terminated for any reason not prohibited by law pursuant to Section 4.5.
- 4.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 4.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, ALLTEL shall continue to offer services to NEWSOUTH pursuant to the terms, conditions and rates set forth in ALLTEL's then current standard interconnection agreement. In the event that ALLTEL's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 4.3 above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in the Subsequent Agreement.
- 4.5 After completion of the initial six (6) month term, this Agreement may be terminated by either Party for any reason not prohibited by law upon sixty (60) days written notice to the other Party. By mutual agreement, the Parties may amend this Agreement in writing to modify its terms.
- 4.6 In the event of Default, as defined in this §4.6, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing ("Default Notice") of the event of the alleged Default and the defaulting Party does not cure the alleged Default with sixty (60) after receipt of the Default Notice thereof. Default is defined as:
 - 4.6.1 Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party;
 - 4.6.2 A final non-appealable decision under §9.0, Dispute Resolution that a Party has materially breached any of the material terms or conditions hereof, including the failure to make any undisputed payment when due; or
 - 4.6.3 A Party has notified the other Party in writing of the other Party's material breach of any of the material terms hereof, and the default remains uncured for sixty (60) days from receipt of such notice, and neither Party has commenced Formal Dispute Resolution as prescribed in §9.4 of this Agreement by the end of the cure period; provided, however, that if the alleged material breach involves a material interruption to, or a material degradation of, the E911 services provided under this Agreement, the cure period shall be five (5) days from receipt of such notice.

- 4.7 The Parties agree to resolve any impasse in any such renegotiation by submission of the disputed matters to the Public Utility Commission of ("PUC") for arbitration. Should the PUC decline jurisdiction, either Party may petition the FCC under the Act or resort to a commercial provider of arbitration services.

5.0 Assignment

- 5.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of NEWSOUTH, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, NewSouth shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) NewSouth pays all bills, past due and current, under this Agreement, or (2) NewSouth's assignee expressly assumes liability for payment of such bills.
- 5.2 As a minimum condition of any assignment or transfer of this Agreement (or any rights hereunder) that is permitted under or consented to by ALLTEL pursuant to this Section 5, NewSouth agrees that any change, modification or other activity required for ALLTEL to accommodate or recognize the successor to or assignee of NewSouth shall be a CLEC Change. ALLTEL shall have no obligation to proceed with such activities nor shall any otherwise acceptable assignment or transfer be effective against ALLTEL until the Parties agree upon the charges that apply to such CLEC Change.
- 5.3 In the event that NewSouth makes any corporate name change (whether it involves a merger, consolidation, assignment or transfer, and including addition or deletion of a d/b/a), change in OCN/AECN, or makes or accepts a transfer or assignment of interconnection trunks or facilities (including leased facilities), or a change in any other CLEC identifier (collectively, a "CLEC Change"), NewSouth shall submit written notice to ALLTEL within thirty (30) days of the first action taken to implement such CLEC Change. Within thirty (30) days following receipt of that notice, the Parties shall negotiate rates to compensate ALLTEL for the expenses to be incurred by ALLTEL to make the CLEC Change to the applicable ALLTEL databases, systems, records and/or recording announcement(s) for NewSouth branded/repair calls. In addition, NewSouth shall compensate ALLTEL for any service order charges and/or service request charges, as specified in ALLTEL's applicable tariff, associated with such CLEC Change. ALLTEL's agreement to implement a CLEC Change is conditioned upon NewSouth's agreement to pay all reasonable charges billed to NewSouth for such CLEC Change.

6.0 Confidential and Proprietary Information

- 6.1 For the purposes of this Agreement, confidential information means confidential or proprietary technical, customer, end user, network, or business information disclosed by one Party (the "Discloser") to the other Party (the "Recipient"), which is disclosed by one Party to the other in connection with this Agreement, during negotiations or the term of this Agreement ("Confidential Information"). Such Confidential Information shall automatically be deemed proprietary to the Discloser and subject to this §6.0, unless otherwise confirmed in writing by the Discloser. All other information which is indicated and marked, as Confidential Information at the time of

disclosure shall also be treated as Confidential Information under §6.0 of this Agreement. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees or agents having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable to the terms of this Section.

- 6.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 6.3 The Recipient agrees to return all Confidential Information to the Discloser in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 6.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 6.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser, subject to applicable rules governing use of Customer Propriety Network Information (CPNI).
- 6.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.
- 6.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted with respect to any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 6.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

7.0 Liability and Indemnification

7.1 Limitation of Liabilities

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall be the greater of two hundred and fifty thousand dollars (\$250,000) or the aggregate annual charges imposed to the other Party for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the gross negligence or willful, wrongful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party furnishing service.

7.2 No Consequential Damages

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY.

7.3 Obligation to Indemnify

7.3.1 Each Party shall be indemnified and held harmless by the other Party against claims, losses, suits, demands, damages, costs, expenses, including reasonable attorneys' fees ("Claims"), asserted, suffered, or made by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under his Agreement; and (ii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes) unless such act or omission was caused by the negligence or willful misconduct of the indemnified Party. Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons for services furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

7.3.2 Each Party, as an Indemnifying Party agrees to release, defend, indemnify, and hold harmless the other Party from any claims, demands or suits that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the Indemnifying Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from unauthorized disclosure of the end user's name, address or telephone number.

7.3.3 ALLTEL makes no warranties, express or implied, concerning NewSouth's (or any third party's) rights with respect to intellectual property (including without limitation, patent, copyright and trade secret rights) or contract rights associated with NewSouth's interconnection with ALLTEL's network use or receipt of ALLTEL services.

7.3.4 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

7.4 Obligation to Defend; Notice; Cooperation

Whenever a claim arises for indemnification under this Section (the "Claim"), the relevant Indemnitee, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party will have the right to defend against such Claim in which event the Indemnifying Party will give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee will give the Indemnifying Party full authority to defend, adjust, compromise, or settle such Claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the Intellectual Property Rights of the relevant Indemnities. The Indemnifying Party will consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee will have the right to refuse such compromise or settlement and, at such Indemnitee's sole cost, to take over such defense of such Claim. Provided, however, that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnitee against any damages, costs, expenses, or liabilities, including without limitation, attorneys' fees, in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee will be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also will be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party shall be liable for all costs associated with Indemnitee's defense of such Claim including court costs, and any settlement or damages awarded the third party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim.

8.0 Payment of Rates and Late Payment Charges

8.1 ALLTEL, at its discretion may require NewSouth to provide ALLTEL a security deposit to ensure payment of NewSouth's account. The security deposit must be an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring, termination charges and advance payments), as reasonably determined by ALLTEL, for the interconnection, resale services, network elements, collocation or any other functions, facilities, products or services to be furnished by ALLTEL under this Agreement.

8.1.1 Such security deposit shall be a cash deposit or other form of security acceptable to ALLTEL. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

8.1.2 If a security deposit is required, such security deposit shall be made prior to the activation of service.

- 8.1.3 The fact that a security deposit has been provided in no way relieves NewSouth from complying with ALLTEL's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of ALLTEL providing for the discontinuance of service for non-payment of any sums due ALLTEL.
- 8.1.4 ALLTEL reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 8.1.5 In the event that NewSouth is in breach of this Agreement, service to NewSouth may be terminated by ALLTEL; any security deposits applied to its account and ALLTEL may pursue any other remedies available at law or equity.
- 8.1.6 In the case of a cash deposit, interest at a rate as set forth in the appropriate ALLTEL tariff shall be paid to NewSouth during the possession of the security deposit by ALLTEL. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to NewSouth by the accrual date.
- 8.2 ALLTEL may, but is not obligated to, draw on the cash deposit, as applicable, upon the occurrence of any one of the following events.
 - 8.2.1 NewSouth owes ALLTEL undisputed charges under this Agreement that are more than thirty (30) calendar days past due; or
 - 8.2.2 NewSouth admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, wind-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors, is subject to a receivership or similar proceeding; or
 - 8.2.3 The expiration or termination of this Agreement.
- 8.3 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days of the invoice date in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.
 - 8.3.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in §8.3 below, will be assessed.
- 8.4 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance.
- 8.5 Except as otherwise specifically provided in this Agreement interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or shall not exceed 0.0004930% compounded daily and applied for each month or portion thereof that an outstanding balance remains.

9.0 Dispute Resolution

9.1 Notice of Disputes

Notice of a valid contractual dispute must be in writing, specifically documenting the nature of the dispute, and must include a detailed description of the underlying dispute (the "Dispute Notice"). Billing disputes must be submitted on the Billing Dispute Form contained in Appendix A or the dispute will not be accepted as a valid billing dispute and therefore denied by the billing Party. The billing dispute form must be completed with all fields populated by the disputing Party or the form will be denied by the billing Party.

9.1.1 Billing Disputes

The disputing Party must submit billing disputes ("Billing Disputes") to the billing Party on the Billing Dispute Form contained in Appendix A by the due date on the disputed bill. The dispute form must be complete, with all fields populated with the required information for the billable element in dispute. If the billing dispute form is not complete with all information, the dispute will be denied by the billing Party. After receipt of a completed dispute, the billing Party will review to determine the accuracy of the billing dispute. If the billing Party determines the dispute is valid, the billing Party will credit the disputing Party's bill by the next bill date. If the billing Party determines the billing dispute is not valid, the disputing Party may escalate the dispute as outlined in section 9.1.1.1. If escalation of the billing dispute does not occur within the 60 days as outlined below, the disputing Party must remit payment for the disputed charge, including late payment charges, to the billing Party by the next bill date. The Parties will endeavor to resolve all Billing Disputes within sixty (60) calendar days from receipt of the Dispute Form.

9.1.1.1 Resolution of the dispute is expected to occur at the first level of management, resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will be implemented:

9.1.1.1.1 If the dispute is not resolved within thirty (30) calendar days of receipt of the Dispute Notice, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within sixty (60) calendar days of the notification date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

9.1.1.1.2 If the dispute is not resolved within ninety (90) calendar days of the receipt of the Dispute Form, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

9.1.1.1.3 Each Party will provide to the other Party an escalation list for resolving billing disputes. The escalation list will contain the name, title, phone number, fax number and email address for each escalation point identified in this section 9.1.1.1.

9.1.1.1.4 If the dispute is not resolved within one hundred twenty (120) days of receipt of the Dispute Form or either Party is not operating in good faith to resolve the dispute, the Formal Dispute Resolution process, outlined in section 9.4, may be invoked.

9.1.1.2 If the disputing Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in subsection 8.3 above. If the disputing Party disputes charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges, along with any late payment charges assessed, by the next billing cycle after the resolution

of the dispute. Accordingly, if the disputing Party disputes charges and the dispute is resolved in favor of the billing Party, the disputing Party shall pay the billing Party the amount of the disputed charges and any associated late payment charges, by the next billing due date after the resolution of the dispute.

9.1.1.3 For purposes of this subsection 9.1.1, a billing dispute shall not include the refusal to pay other amounts owed to a Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind will not be considered a Bona Fide Dispute for purposes of this subsection 9.1.1.

9.1.1.4 Once the billing dispute has been processed in accordance with this subsection 9.1.1, the disputing Party will make immediate payment on any of the disputed amount owed to the billing Party, or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party resulting from the Dispute process will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

9.1.1.5 Neither Party shall bill the other Party for charges incurred more than twelve (12) months after the service is provided to the non-billing Party.

9.1.2 **All Other Disputes**

All other disputes (*i.e.*, contractual disputes) shall be valid only if reasonable within the scope of this Agreement, and the applicable statute of limitations shall govern such disputes

9.2 **Alternative to Litigation**

9.2.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order, an injunction, or similar relief from the PUC related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use the following Dispute Resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the Dispute Notice invoke the informal dispute resolution process described in §9.4. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the Dispute Notice.

9.3 **Informal Resolution of Disputes**

In the case of any dispute and upon receipt of the Dispute Notice each Party will appoint a duly authorized representative knowledgeable in telecommunications matters, to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the Dispute Notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

9.4 Formal Dispute Resolution

- 9.4.1 The Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, may be submitted to PUC for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the PUC under applicable law.
- 9.4.2 If the PUC does not have or declines to accept jurisdiction over any dispute arising under this Agreement, the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in South Carolina, unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 9.4.3 Each Party shall bear its own costs of these procedures unless the South Carolina PUC or other presiding arbitrator, if any, rules otherwise. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

9.5 Conflicts

- 9.5.1 The Parties agree that the Dispute Resolution procedures set forth in this Agreement are not intended to conflict with applicable requirements of the Act or the state commission with regard to procedures for the resolution of disputes arising out of this Agreement and do not preclude a Party from seeking relief under applicable rules or procedures of the PUC.

10.0 INTENTIONALLY LEFT BLANK

11.0 Notices

- 11.1 Except as otherwise specifically provided in this Agreement, all notice, consents, approvals, modifications, or other communications to be given under this Agreement shall be in writing and sent postage prepaid by registered mail return receipt requested. Notice may also be effected by personal delivery or by overnight courier. All notices will be effective upon receipt, and should be directed to the following:

If to NewSouth:

John Fury
N. Main Street
Greenville, South Carolina 29601

If to ALLTEL:

Staff Manager -- Wholesale Services
One Allied Drive, B5F04-D
Little Rock, Arkansas 72202

- 11.2 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

12.0 Taxes

- 12.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges (hereinafter "Tax") levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification.
- 12.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall bill the purchasing Party for such Tax, (ii) the purchasing Party shall remit such Tax to the providing Party and (iii) the providing Party shall remit such collected Tax to the applicable taxing authority, except as otherwise indicated below.
- 12.3 The Parties agree that each Party shall generally be responsible for collecting and remitting to the appropriate city, any franchise fees or taxes for use of city rights of way, in accordance with the terms of that Party's franchise agreement. In the event a city attempts to require both Parties to pay franchise fees on the same revenues with respect to resold services or unbundled network elements then the Parties agree to cooperate in opposing such double taxation.
- 12.4 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then (i) the purchasing Party shall be required to impose and/or collect such Tax from the end user and (ii) the purchasing Party shall remit such Tax to the applicable taxing authority. The purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such tax to such authority.
- 12.5 If the providing Party fails to collect any Tax as required herein, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing Party fails to pay any taxes properly billed, then, as between the providing Party and the purchasing Party, the purchasing Party will be solely responsible for payment of the taxes, penalty and interest.
- 12.6 If the purchasing Party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain

liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay or impose on and/or collect from end users, the purchasing Party agrees to indemnify and hold harmless the providing Party on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing Party to pay or collect and remit such Tax to such authority.

- 12.7 All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other Party under this §12.0, shall be made in writing and sent postage prepaid by registered mail return receipt requested. All notices shall be effective upon receipt. All notices sent pursuant to this Section shall be directed to the following:

To ALLTEL:

Director State and Local Taxes
ALLTEL Communications, Inc.
One Allied Drive
Post Office Box 2177
Little Rock, AR 72203

Copy to:

Staff Manager - Wholesale Services
ALLTEL Communications, Inc.
One Allied Drive B5F04 -D
P.O. Box 2177
Little Rock, AR 72203

To NewSouth:

John Fury
N. Main Street
Greenville, South Carolina 29601

- 12.8 Either Party may unilaterally change its designated representative and/or address, telephone contact number or facsimile number for the receipt of notices by giving seven (7) days' prior written notice to the other Party in compliance with this Section.

13.0 Force Majeure

- 13.1 Except as otherwise specifically provided in this Agreement, neither Party shall be liable for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts or delays caused by the other Party or by other service or equipment vendors; or any other similar circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

14.0 Publicity

- 14.1 The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters, any endorsements, direct or indirect quotes or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all such publicity endorsement matters that mention or display the other's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 14.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

15.0 Network Maintenance and Management

- 15.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.
- 15.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center. A facsimile (FAX) number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they will work cooperatively to ensure that all such events will attempt to be conducted in such a manner as to avoid disruption or loss of service to other end users.

15.2.1 24 Hour Network Management Contact:

For ALLTEL:

Contact Number: 330-650-7900

Facsimile Number: 330-650-7918

For NewSouth:

Contact Number: 800-600-5050

Facsimile Number:

- 15.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.

16.0 Law Enforcement and Civil Process

16.1 Intercept Devices

Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid requirement, to the extent the receiving Party is able to do so; if such compliance requires the assistance of the other Party such assistance will be provided.

16.2 Subpoenas

If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, the receiving Party will refer the subpoena to the requesting entity with an indication that the other Party is the responsible company.

16.3 Law Enforcement Emergencies

If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party will be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

- 16.4 The Parties will provide five (5) day a week 8:00 a.m. to 5:00 p.m. installation and information retrieval pertaining to lawful, manual traps and information retrieval on customer invoked CLASS services pertaining to non-emergency calls such as annoyance calls. The Parties will provide assistance twenty-four (24) hours per day for situations involving immediate threat of life or at the request of law enforcement officials. The Parties will provide a twenty-four (24) hour contact number to administer this process.

17.0 Changes in Subscriber Carrier Selection

- 17.1 Each Party will abide by applicable state or federal laws and regulations in obtaining end user authorization prior to changing end user's Local Service Provider to itself and in assuming responsibility for any applicable charges as specified in §258 (b) of the Telecommunications Act of 1996. Either Party shall make authorization available to the other Party upon reasonable requests and at no charge.

- 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies either Party that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user.

- 17.3 When an end user changes or withdraws authorization, each Party will release customer specific facilities in accordance with the end user customers' direction or the end user's authorized agent.

- 17.4 Subject to applicable rules, orders, and decisions, ALLTEL will provide NewSouth with access to Customer Proprietary Network Information (CPNI) for ALLTEL end users upon NewSouth providing ALLTEL a signed Letter of Agency (LOA) for ALLTEL's customer of record, based on NewSouth's representation that subscriber has authorized NewSouth to obtain such CPNI.

- 17.4.1 The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the Parties, and regarding the use of that information by the requesting Party.

- 17.4.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change Local Service Providers. For end users changing service from one Party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received.

- 17.4.3 CPNI requests will be processed in accordance with the following:

17.4.3.1 For customers with 1-25 lines: two (2) business days.

17.4.3.2 For customers with 26+ lines: three (3) business days.

17.4.4 If the Parties do not agree that NewSouth requested CPNI for a specific end user, or that ALLTEL has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with General Terms & Conditions, §9.0, Dispute Resolution.

17.5 ALLTEL will only accept an LOA for an ALLTEL customer of record. NewSouth will not delegate its obligation to obtain written authorization from ALLTEL's customer of record to a third party. ALLTEL shall not unreasonably withhold such consent.

18.0 Amendments or Waivers

18.1 Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

18.2 The Parties recognize that ALLTEL is a 2% Rural Telephone Company and is entitled to all rights afforded 2% Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC § 251(f). This Agreement does not affect, and ALLTEL does not waive, any rights including, but not limited to, the rights afforded ALLTEL under 47 USC § 251(f).

19.0 Authority

19.1 Each person whose signature appears below represents and warrants that they have the authority to bind the Party on whose behalf they executed this Agreement.

20.0 Binding Effect

20.1 This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

21.0 Consent

21.1 Where consent, approval, or mutual agreement is required of a Party, it will not be unreasonably withheld or delayed.

22.0 Expenses

22.1 Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

23.0 Headings

- 23.1 The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

24.0 Relationship of Parties

- 24.1 This Agreement will not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party will have any authority to bind the other Party, nor to act as an agent for the other Party unless written authority, separate from this Agreement, is provided. Nothing in the Agreement will be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

25.0 Conflict of Interest

- 25.1 The Parties represent that no employee or agent of either Party has been or will be employed, retained, paid a fee, or otherwise received or will receive any personal compensation or consideration from the other Party, or any of the other Party's employees or agents in connection with the arranging or negotiation of this Agreement or associated documents.

26.0 Multiple Counterparts

- 26.1 This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one, and the same document.

27.0 Third Party Beneficiaries

- 27.1 Except as may be specifically set forth in this Agreement, this Agreement does not provide and will not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

28.0 Regulatory Approval

- 28.1 Each Party agrees to cooperate with the other Party and with any regulatory agency to obtain regulatory approval. During the term of this Agreement, each Party agrees to continue to cooperate with the other Party and any regulatory agency so that the benefits of this Agreement may be achieved.
- 28.2 Upon execution of this Agreement, it shall be filed with the appropriate state regulatory agency pursuant to the requirements of §252 of the Act. If the state regulatory agency imposes any filing(s) or public interest notice(s) regarding the filing or approval of the Agreement, NewSouth shall assume sole responsibility in making such filings or notices. All costs associated with the aforementioned filing(s) or notice(s) shall borne by NewSouth. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as NewSouth is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

29.0 Trademarks and Trade Names

- 29.1 Each Party warrants that, to the best of its knowledge, the services provided under this Agreement do not or will not violate or infringe upon any patent, copyright, trademark, or trade secret rights of any other persons.
- 29.2 Except as specifically set out in this Agreement, nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other Party for any purpose whatsoever, absent written consent of the other Party.

30.0 Regulatory Authority

- 30.1 Each Party will be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Each Party will reasonably cooperate with the other Party in obtaining and maintaining any required approvals necessary for fulfilling its obligations under this Agreement.

31.0 Verification Reviews

- 31.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party may audit the other Party's relevant books, records and other documents pertaining to services provided under this Agreement once in each Contract Year solely for the purpose of evaluating the accuracy of the other Party's billing and invoicing. Such audit will take place at a time and place agreed on by the Parties no later than sixty (60) days after notice thereof.
- 31.2 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party shall maintain reasonable records for a minimum of twelve (12) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 31.3 Adjustments, credits, or payments shall be made and any corrective action shall commence within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began. Interest shall not exceed one and one-half (1 ½%) of the highest interest rate allowable by law for commercial transactions shall be assessed and shall be computed by compounding daily from the time of the overcharge, not to exceed twelve (12) months from the date the audit began to the day of payment or credit. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in §9.0 of this Agreement.
- 31.4 Each Party will cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Party's bills.
- 31.5 Verification reviews will be limited in frequency to once per twelve (12) month period, with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Verification reviews will be scheduled subject to the reasonable requirements and limitations of the audited Party and will be conducted in a manner that will not interfere with the audited Party's business operations.
- 31.6 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or

assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

- 31.7 For purposes of conducting an audit pursuant to this Agreement, the Parties may employ other persons or firms for this purpose (so long as said Parties are bound by this Agreement). The Parties will bear their own reasonable expenses associated with the audit.
- 31.8 Information obtained or received by either Party in conducting the audit described in §31.0 shall be subject to the confidentiality provisions of §6.0 of this Agreement, whether or not marked as confidential.

32.0 Complete Terms

- 32.1 This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

33.0 Cooperation on Preventing End User Fraud

- 33.1 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other Party.
- 33.2 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

34.0 Notice of Network Changes

- 34.1 The Parties agree to provide each other with reasonable notice consistent with applicable FCC rules of changes in the information necessary for the transmission and routing of services using the other Party's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with the Parties' obligations under this Agreement.

35.0 Modification of Agreement

- 35.1 If NewSouth changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of NewSouth to notify ALLTEL of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

36.0 Responsibility of Each Party

- 36.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party will be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

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38.0 Governmental Compliance

- 38.1 Each Party will comply at its own expense with all applicable law that relates to i) its obligations under or activities in connection with this Agreement; of ii) its activities undertaken at, in connection with or relating to Work Locations. The Parties agree to indemnify, defend, (at the other Party's request) and save harmless the other Party, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from i) its failure or the failure of its contractors or agents to so comply or ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination.

39.0 Responsibility for Environmental Contamination

- 39.1 NewSouth will in no event be liable to ALLTEL for any costs whatsoever resulting from the presence or release of any Environmental Hazard that NewSouth did not introduce to the affected work location. ALLTEL will indemnify, defend (at NewSouth's request) and hold harmless NewSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that ALLTEL, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which ALLTEL is responsible under applicable law.
- 39.2 ALLTEL will in no event be liable to NewSouth for any costs whatsoever resulting from the presence or release of any Environmental Hazard that ALLTEL did not introduce to the affected work location. NewSouth will indemnify, defend (at ALLTEL's request) and hold harmless ALLTEL, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that NewSouth, its contractors or agents introduce to the Work Locations or ii) the presence or release of any Environmental Hazard for which NewSouth is responsible under applicable law.

40.0 Subcontracting

- 40.1 If a Party through a subcontractor performs any obligation under this Agreement, such Party will remain fully responsible for the performance of this Agreement in accordance with its terms,

including any obligations either Party performs through subcontractors, and each Party will be solely responsible for payments due the Party's subcontractors. No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to Confidential Information covered by this Agreement will be required by the subcontracting Party to protect such Confidential Information to the same extent the subcontracting Party is required to protect the same under the terms of this Agreement.

41.0 Referenced Documents

- 41.1 Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, ALLTEL handbooks and manuals, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of either Party as of the Effective Date of this Agreement and the Parties are not in agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Agreement, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force.

42.0 Severability

- 42.1 If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement will be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party will be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties will promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under §9.0, Dispute Resolution.

43.0 Survival of Obligations

- 43.1 Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

44.0 Governing Law

- 44.1 This Agreement shall be governed by and construed in accordance with federal law, the Act, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of South Carolina, without regard to its conflicts of laws principles, shall govern. The Parties submit to personal jurisdiction in South Carolina.

45.0 Other Obligations of NewSouth

- 45.1 To establish service and provide efficient and consolidated billing to NewSouth, NewSouth is required to provide a CLEC Profile, which includes its authorized and nationally recognized Operating Company Number ("OCN"), to establish NewSouth's billing account. NewSouth will be provided with a billing account number ("BAN") for each CLEC Profile submitted. NewSouth will pay ALLTEL \$380.00 for the establishment of each billing account number ("BAN").
- 45.2 NewSouth shall use ALLTEL's electronic operations support system access platform (ALLTEL Express) to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If ALLTEL has not deployed an electronic capability, NewSouth shall use such other processes as ALLTEL has made available for performing such transaction (including, but not limited, to submission of orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission). If NewSouth chooses to submit orders manually, when ALLTEL's electronic operations support system access platform (ALLTEL Express) is available, NewSouth will pay a manual order charge as reflected in the applicable ALLTEL tariff.
- 45.3 NewSouth represents and covenants that it will only use ALLTEL Express pursuant to this Agreement for services related to UNEs, resold services or other services covered by this Agreement, for which this Agreement contains explicit terms, conditions and rates.

46.0 Customer Inquiries

- 46.1 Each Party will refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.
- 46.2 Each Party will ensure that all of their representatives who receive inquiries regarding the other Party's services or products: (i) provide the numbers described in §47.1; and (ii) do not in any way disparage or discriminate against the other Party or its services or products.

47.0 Disclaimer of Warranties

- 47.1 EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

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53.0 Definitions and Acronyms

53.1 Definitions

For purposes of this Agreement, certain terms have been defined in Attachment 20: Definitions and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The words "will" and "shall" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other will not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used.

53.2 Acronyms

Other terms that are capitalized and not defined in this Agreement will have the meaning in the Act. For convenience of reference only, Attachment 21: Acronyms provides a list of acronyms used throughout this Agreement.

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58.0 Other Requirements and Attachments

58.1 This Agreement incorporates a number of listed Attachments, which, together with their associated Appendices, Exhibits, and Addenda, constitute the entire Agreement between the Parties.

58.1.1 Each Party agrees that if at anytime a discrepancy arises between the General Terms and Conditions and one of the Attachments, the Attachments will control.

58.1.2 Appended to this Agreement and incorporated herein are the Attachments listed below. To the extent that any definitions, terms or conditions in any given Attachment differ from those contained in the main body of this Agreement, those definitions, terms or conditions will supersede those contained in the main body of this Agreement, but only in regard to the services or activities listed in that particular Attachment. In particular, if an Attachment contains a term length that differs from the term length in the main body of this Agreement, the term length of that Attachment will control the length of time that services or activities are to occur under the Attachment, but will not affect the term length of other attachments.

Attachment 4: Network Interconnection Architecture
Attachment 12: Compensation
Attachment 14: Local Number Portability

Attachment 18: Performance Measures
Attachment 19: Bona Fide Request ("BFR") Process
Attachment 20: Definitions
Attachment 21: Acronyms

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have caused this Attachment to be executed as of this 20th day of September, 2004

NewSouth Communications Corporation

ALLTEL South Carolina, Inc.

Lake E. Jennings
Print Name

Michael D. Rhoda
Print Name

[Signature] 8/4/04
Sign Name: Date

[Signature] 9/20/04
Sign Name: Date

VP, Regulatory Affairs
Position/Title
NewSouth Communications Corporation

Vice President - Business Development
Position/Title
ALLTEL South Carolina, Inc.

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Page 25

ATTACHMENT 1: INTENTIONALLY LEFT BLANK

ATTACHMENT 2: INTENTIONALLY LEFT BLANK

Attachment 3: INTENTIONALLY LEFT BLANK
Page 27

ATTACHMENT 3: INTENTIONALLY LEFT BLANK

ATTACHMENT 4: NETWORK INTERCONNECTION ARCHITECTURE

1.0 Scope

- 1.1 This Attachment describes the arrangements that may be utilized by the Parties for interconnection of their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access Service pursuant to §251 of the Act. Network Interconnection will be provided by the Parties at any technically feasible point within ALLTEL's interconnected network within a LATA. It is NewSouth's responsibility to establish a single point of interconnection within ALLTEL's interconnected network within each LATA. In each ALLTEL Exchange Area where the Parties interconnect their networks, the Parties will utilize the interconnection method as specified below unless otherwise mutually agreed to in writing by the Parties. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party's end user customer, is not considered to be originating on that Party's network and may not be routed through direct interconnection.
- 1.2 Each Party is responsible for the appropriate sizing, operation, and maintenance of the facilities on its side of each IP. Each IP must be located within ALLTEL's exchange area in the LATA in which traffic is originating. An IP determines the point up to which the originating Party shall be responsible for providing at its own expense, the call transport with respect to its local traffic and intraLATA toll traffic.
- 1.3 An Interconnection Point ("IP"), as defined in §2.0 of this Attachment will be designated for each interconnection arrangement established pursuant to this Agreement.
- 1.4 This Attachment is based on the network configuration and capabilities of the Parties as they exist on the date of this Agreement. If those factors change (i.e., ALLTEL deploys a new tandem office or becomes an E-911 provider), the Parties will negotiate in good faith to modify this Agreement in order to accommodate the changes and to provide the services made possible by such additional capabilities to NewSouth.

2.0 Interconnection

- 2.1 Direct interconnection provides for network interconnection between the Parties at a technically feasible point on ALLTEL's interconnected network within a LATA as described in Section 2.1.1. Traffic originated by a telecommunications carrier, not subject to this agreement, delivered to one of the Parties, regardless of whether such traffic is delivered to the Party's end user customer, is not considered to be originating on that Party's network and may not be routed through direct interconnection. Direct interconnection shall be accomplished by, including but not limited to, one or more of the following methods: 1) lease arrangements, and 2) jointly provisioned facilities arrangements.
 - 2.1.1 In order to gain connectivity, the IP is required at one of the following locations:
 - a) IP at the ALLTEL Access Tandem Office where available, or;
 - b) IP at the ALLTEL End Office, or;
 - c) IP at the ALLTEL Access Tandem, where available, or End Office for a ALLTEL remote central office.
 - 2.1.2 Lease arrangements will be governed by the applicable ALLTEL interstate, intrastate or local, special access or private line tariffs under which NewSouth orders service.
 - 2.1.3 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the IP, however, should ALLTEL be required to modify its network to accommodate the interconnection request made by NewSouth, NewSouth

agrees to pay ALLTEL reasonable charges for such modifications. If NewSouth uses a third party network Carrier to reach the IP, NewSouth will bear all third party Carrier charges for facilities and traffic.

- 2.2 The Parties shall utilize direct end office trunk groups under any one of the following conditions:
- 2.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between NewSouth and ALLTEL.
 - 2.2.2 Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between NewSouth's switch and a ALLTEL end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
 - 2.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (2.2.1) or (2.2.2) above.
- 2.2 Both Parties agree only to deliver traffic to the other pursuant to and consistent with the terms of this Agreement. Neither Party shall utilize a third party for the delivery of traffic to the other pursuant to this Agreement without the consent of all Parties and without the establishment of mutually agreeable terms and conditions among all Parties governing any intermediary arrangement with a third party. Neither Party shall provide an intermediary or transit function for the connection of the end users of a third party telecommunications carrier to the end users of the other Party and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary function. This Agreement does not obligate either Party to utilize any intermediary or transit traffic functions of the other Party or to accept transit traffic or intermediary arrangements with third parties.
- 2.3 Neither Party shall deliver: (i) traffic destined to terminate at the other Party's end office via another LEC's end office, or (ii) traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem.

3.0 Signaling Requirements

- 3.1 Signaling protocol. The Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Interoperability Interface Forum (NIIF) adopted standards shall be adhered to.
- 3.2 Where available, CCS signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. If CCS signaling is unavailable, the Parties shall use MF (Multi-Frequency) signaling.
- 3.3 The following list of publications describe the practices, procedures and specifications generally utilized by the industry for signaling purposes and are listed herein to assist the Parties in meeting their respective interconnection responsibilities related to signaling:

GR-000246-CORE, Bell Communications Research Specifications of Signaling System 7 ("SS7")

GR-000317-CORE, Switching System Requirements for Call Control Using the Integrated Services Digital Network User Part

GR-000394-CORE, Switching System Requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part

GR-000606-CORE, LATA Switching Systems Generic Requirements-Common Channel Signaling-§6.5

GR-000905-CORE, Common Channel Signaling Network Interface Specification Supporting Network Interconnection Message Transfer Part ("MTP") and Integrated Digital Services Network User Part ("ISDNUP")

- 3.4 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its end users. All CCS signaling parameters will be provided including, without limitation, Calling Party Number (CPN) as described in Attachment 12 § 2.0, Originating Line Information ("OLI"), calling party category and charge number.
- 3.5 Where available each Party shall cooperate to ensure that all of its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 3.6 The Parties shall jointly develop a grooming plan (the "Joint Grooming Plan") which shall define and detail, inter alia,
 - 3.6.1 disaster recovery provisions and escalations;
 - 3.6.2 direct/high usage trunk engineering guidelines; and
 - 3.6.3 such other matters as the Parties may agree.
- 3.7 If a Party makes a change in its network, which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide thirty (30) days advance written notice of such change to the other Party.

4.0 Interconnection and Trunking Requirements

4.1 Local Traffic and IntraLATA Toll Traffic

- 4.1.1 The Parties shall reciprocally terminate Local Traffic and IntraLATA toll calls originating on each other's networks as follows:
 - 4.1.1.1 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic and IntraLATA toll traffic. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes. If either Party questions

the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic and IntraLATA toll traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic and IntraLATA toll traffic.

- 4.1.1.2 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.2 Trunking

- 4.2.1 Trunking will be established at the DS-1 level or DS-0 level, and facilities will be established at the DS-3/OC-3 level, or higher, as agreed upon by the Parties. All trunking will be jointly engineered to an objective P.01 grade of service. The Parties may utilize additional end office trunking depending upon traffic volume.
- 4.2.2 Where ALLTEL is a 911 provider, separate trunks connecting NewSouth's switch to ALLTELs E911 routers will be established by NewSouth. If NewSouth purchases such services from ALLTEL, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from NewSouth, it is the responsibility of NewSouth and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from NewSouth will be processed.
- 4.2.3 NewSouth will not route traffic to ALLTELs local end office switches to act as a tandem on NewSouth's behalf nor will ALLTEL route traffic to NewSouth's local end office switches to act as a tandem on ALLTELs behalf.
- 4.2.4 This Agreement is applicable only to ALLTELs serving areas. ALLTEL will not be responsible for interconnections or contracts relating to any of NewSouth's interconnection with any other Carrier.

5.0 Network Management

5.1 Protective Protocols

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

5.2 Expansive Protocols

Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

5.3 Mass Calling

The Parties shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

6.0 Forecasting/Servicing Responsibilities

- 6.1 Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis.
- 6.2 ALLTEL shall be responsible for forecasting and servicing the trunk groups terminating to NewSouth. NewSouth shall be responsible for forecasting and servicing the trunk groups terminating to ALLTEL end users. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.
- 6.3 The Parties shall both be responsible for efficient planning and utilization of the network and employ all reasonable means of forecasting, monitoring and correcting for inefficient use of the network. The Parties will conduct facility planning meetings to determine initial and subsequent utilization standards subsequent to execution of this Agreement but prior to direct interconnection in accordance with §3.5 of this Appendix preceding.
- 6.4 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.0 Trunk Servicing

- 7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR") or another industry standard method subsequently adopted by the Parties to replace the ASR for local trunk ordering.
- 7.2 The Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment.
- 7.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
- 7.4 Each Party shall be responsible for engineering its networks on its side of the IP.
- 7.5 Each Party will provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 7.6 The Parties will coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
- 7.7 Each Party will perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
- 7.8 The Parties will advise each other's Control Office if there is an equipment failure, which may affect the interconnection trunks.
- 7.9 Each Party will provide to each other test-line numbers and access to test lines.

- 7.10 The Parties will cooperatively plan and implement coordinated repair procedures for the local interconnection trunks to ensure trouble reports are resolved in a timely and appropriate manner.
- 7.11 A blocking standard of one-half of one percent (.005) during the average busy hour for final trunk groups between an NewSouth end office and ALLTEL access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). ALLTEL will engineer all interconnection trunks between the Parties to a 6 db of digital pad configuration.

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ATTACHMENT 12: COMPENSATION

1.0 Introduction

- 1.1 For purposes of compensation under this Agreement, the telecommunications traffic exchanged between the Parties will be classified as Local Traffic, IntraLATA Interexchange Traffic, or InterLATA Interexchange Traffic. The Parties agree that, notwithstanding the classification of traffic by NewSouth with respect to its end users the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by ALLTEL to NewSouth as local Resale Services.
- 1.1 Calls originated by NewSouth's end users and terminated to ALLTEL's end users (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same ALLTEL Exchange; or (ii) originates and terminates within different ALLTEL Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as specified or defined by ALLTEL tariffs. Internet Service Provider traffic is not included in the compensation of local traffic.
- 1.3 The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001. Specifically, ALLTEL has not offered or adopted the FCC's rate caps as set forth in that Order; pursuant to paragraph 81 of that Order, ALLTEL is required to pay interCarrier compensation for ISP Bound Traffic on a bill and keep basis. Further, the Parties acknowledge that because they did not exchange any ISP Bound Traffic pursuant to an interconnection agreement prior to the date of the above-referenced Order, all minutes of ISP Bound traffic are to be exchanged on a bill and keep basis between the Parties in accordance with paragraph 81 of the Order, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic.
- 1.4 Traffic, other than ISP Bound Traffic and Local Traffic, shall be terminated to a Party subject to that Party's tariffed access charges.
- 1.5 A Party will notify the other of the date when its first commercial call is terminated to the other Party pursuant to this Attachment.

2.0 Responsibilities of the Parties

- 2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.
- 2.2 Each Party will provide the other Party the originating Calling Party Number (CPN) with respect to each call terminated on the other Party's network to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN.
- 2.3 Neither Party shall strip, modify or alter any of the data signaling or billing information provided to the other Party.
- 2.4 Each Party shall identify and make available to the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of this Attachment.
- 2.5 All calls exchanged without CPN will be billed as IntraLATA Interexchange Traffic, if the failure to transmit CPN is not caused by technical malfunctions. In the event that technical malfunctions result in lack of transmission of CPN, the Parties will cooperate in attempting to resolve such

technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.

3.0 Reciprocal Compensation for Termination of Local Traffic

- 3.1 Each Party will be compensated for the exchange of Local Traffic, as defined in §1.2 of this Attachment, in accordance with the provisions of §3.0.
- 3.2 The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.
- 3.3 Upon data submitted by one of the Parties, and agreed to by the other Party, supporting the level of traffic exchanged between the Parties is out of balance for three (3) consecutive months, the parties agree to amend this Agreement to include provisions for reciprocal compensation.
- 3.4 Any interexchange telecommunications traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or in different local calling areas as defined by the originating Party and delivered to the terminating Party using switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered local traffic. Irrespective of transport protocol method used, a call that originates in one LATA and terminates in another LATA (i.e. the end-to-end points of the call) shall not be compensated as local.

4.0 Reciprocal Compensation for Termination of IntraLATA Interexchange Traffic

- 4.1 Compensation for termination of intrastate intraLATA interexchange service traffic will be at the applicable terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge, as set forth in the relevant Party's intrastate access service tariff or price list. Compensation for termination of interstate intraLATA intercompany traffic will be at the applicable terminating access rates for MTS and originating access rates for 800 Service including the CCL charge, as set forth in the relevant Party's interstate access service tariff.
- 4.2 In the event that NewSouth does not have a filed intraLATA Interexchange tariff for access service, NewSouth agrees to utilize rates that do not exceed ALLTEL's tariffed access rates.

5.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an IXC (Meet-Point Billing (MPB) Arrangements)

- 5.1 Compensation for termination of interstate interLATA intercompany traffic will be at access rates as set forth in the relevant Party's applicable interstate access tariffs.
- 5.2 In the event that NewSouth does not have a filed Intralata Interexchange tariff or price list for access service, NewSouth will utilize rates that do not exceed ALLTEL's tariffed access rates.
- 5.3 The Parties will each establish their respective MPB arrangements applicable to its provision of switched access services to Interexchange Carriers via its access tandem switch and such arrangements will be in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB arrangements will be determined during joint network planning.

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- 5.4 Each Party will maintain provisions in its federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements, including MPB percentages, developed in accordance with this Agreement.
- 5.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) days of the IBC bill date. A Party that fails to deliver the billing data will be liable to the other for the amount of associated unbillable charges, if any.
- 5.6 If MPB data is not submitted to the other within ten (10) days of the IBC bill date or is not in the standard EMI format, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received, to and including the date the MPB charge information is actually received. When the receiving Party has requested a delay in transmission of the records, a MPB data delivery charge will not be assessed.
- 5.7 ALLTEL and NewSouth will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change and results in a new BAR/BACR number.
- 5.8 Billing to interexchange carriers for the switched access services jointly provided by the Parties via the MPB arrangement will be according to the multiple bill multiple tariff method. As described in the MECAB document, each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The Party that provides the end office switching will be entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. In those MPB situations where one Party sub-tends the other Party's access tandem, only the Party providing the access tandem is entitled to bill the access tandem fee and any associated local transport charges. The Party that provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as applicable.
- 5.9 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.
- 5.10 Each Party will provide the other a single point of contact to handle any MPB questions.

6.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local Traffic

- 6.1 Measuring and billing procedures are specified in §§7.2-7.6 of this Attachment.
- 6.2 With respect to those Exchanges where NewSouth intends to provide Local Exchange Service, NewSouth will, at a minimum, obtain a separate NXX code for each Exchange or group of Exchanges that share a common Mandatory Local Calling Scope. At such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes separate NXX codes as specified in this paragraph will not be required. At such time as NewSouth requests ALLTEL to establish interconnection to enable NewSouth to provide Exchange Services, the Parties will determine the number of NXXs necessary to identify the jurisdictional nature of traffic for intercompany compensation. At such time as NewSouth

requests additional points of interconnection, the Parties will appropriately define the number of NXXs necessary for the new interconnection points.

- 6.3 Bills rendered by either Party to the other will be due and payable as specified in the General Terms and Conditions, §8.0.

7.0 Alternate Billed Traffic

- 7.1 All call types routed between the networks must be accounted for, and revenues settled among the Parties. Certain types of calls will require exchange of billing records between the Parties including intraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC/CTU-provided Toll Free Service records). The Parties will utilize, where possible existing accounting and settlement systems to bill, exchange records and settle revenue.

7.1.1 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be through the existing CMDS processes, unless otherwise agreed to by the Parties in writing.

7.1.2 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will make its own arrangements with respect to participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.1.3 Non-ICS revenue is defined as revenues associated with collect calls, calling card calls, and billed to third number calls which originate, terminate and are billed within the same Bellcore Client Company Territory. The Parties will negotiate and execute an agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.

7.1.4 Each Party will provide the appropriate call records to the other for toll free IntraLATA Interexchange Traffic, thus permitting the to bill its subscribers for the inbound Toll Free Service. Each Party may charge its tariffed rate for such record provision. No adjustments to data contained in tapes, disks or Network Data Mover will be made by a Party without the mutual agreement of the Parties.

8.0 Issuance of Bills

- 8.1 Each Party shall establish monthly billing dates and the bill date will be the same day each month. All bills will be delivered to the other Party no later than ten (10) calendar days from the bill date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. If a Party fails to receive a billing within the time period specified in this Section, the corresponding payment due date will be extended by the number of days the bill is late in being delivered.

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ATTACHMENT 14: LOCAL NUMBER PORTABILITY

1.0 Service Provider Number Portability (SPNP)

- 1.1 The FCC First Report and Order in CC Docket 95-116 requires "... all LECs to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later than October 1, 1997, and to complete deployment in those MSAs by December 31, 1998." While the FCC declined "...to choose a particular technology for providing number portability", they did establish performance criteria for permanent number portability and aligned expectations with the statutory definition of the Telecommunication Act of 1996 ordering Service Provider Number Portability (SPNP). In a follow-up First Memorandum Opinion and Order on Reconsideration, the commission determined that the technology that meets the performance criteria is Location Routing Number (LRN). LRN is being used by the telecommunications industry to provide SPNP.

2.0 Terms, Conditions Under Which ALLTEL Will Provide SPNP

- 2.1 ALLTEL will not offer SPNP services for NXX codes 555, 976, 950.
- 2.2 Prior to commencement of any service porting or LRN query service, the Parties must have an approved interconnection agreement along with a conforming, functional network interconnection, pursuant to Attachment 4 *Network Interconnection Architecture*, between and among involved switches and exchanges.
- 2.3 ALLTEL will only provide SPNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices. SPNP applies only when a customer with an active account wishes to change local Carriers while retaining the telephone number or numbers associated with the account.
- 2.4 An SPNP telephone number may be assigned by NewSouth only to NewSouth's customers located within ALLTEL's rate center, which is associated with the NXX of the ported number.
- 2.5 ALLTEL will deploy SPNP at a location within six (6) months after receipt of a Bona Fide Request from NewSouth as provided in §6.0, and subject to approval of this Agreement by the Commission and completion of the network preparation specified herein.
- 2.6 NewSouth shall be charged a Service Order charge, pursuant to the Local Exchange Tariff, for each LSR submitted under this Attachment.

3.0 Obligations of NewSouth

- 3.1 Each Party must offer proof of its certification with applicable regional Number Portability Administration Center (NPAC) prior to requesting SPNP from the other Party.
- 3.2 Each Party must advise the NPAC of telephone numbers that it imports and the associated data identified in industry forums as is required for SPNP.
- 3.3 After the initial deployment of SPNP in an MSA, if NewSouth wants an ALLTEL switch to become LRN capable, NewSouth must submit a Bona Fide request as provided in §6.0. ALLTEL will make requested switch LRN capable within the time frame required by the FCC.

- 3.4 NewSouth will conform to NANC guidelines and LERG administration rules in requesting ALLTEL to open an NPA-NXX for portability in an LRN capable switch.
- 3.5 NewSouth is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of end user emergency services.
- 3.6 NewSouth is required to conform to industry standard Local Service Request (LSR) format and guidelines in ordering and administration of individual service/number ports.
- 3.7 A service order processing charge (Service Order Charge) will be applied to each service order issued by ALLTEL to process a request for installation, disconnection, rearrangement, changes to or record orders pursuant to this section.

4.0 Obligations of Both Parties

- 4.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user; the ported telephone number will be released back to the Local Service Provider owning the switch in which the telephone number's NXX is native.
- 4.2 Either Party may block default routed calls from entering the public switched network when necessary to prevent network overload, congestion, or failure.
- 4.3 The Parties will conform to industry guidelines referenced herein in preparing their networks for SPNP and in porting numbers from one network to another.
- 4.4 The Parties will perform all standard SPNP certification and intra-company testing prior to scheduling intercompany testing between the Parties' interconnected networks.
- 4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required test. These tests will be performed during a mutually agreed time frame and must conform to industry portability testing and implementation criteria in force in the NPAC region.

5.0 Limitations of Service

- 5.1 Telephone numbers will be ported only within ALLTEL rate centers as approved by the State Commission.
- 5.2 ALLTEL and NewSouth porting rate center areas must comprise identical geographic locations and have common boundaries.
- 5.3 Telephone numbers associated with ALLTEL Official Communications Services (OCS) NXXs will not be ported.
- 5.4 Telephone numbers in NXXs dedicated to choke networks will not be ported.

6.0 Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process

- 6.1 The Service Provider Number Portability (SPNP) Bona Fide Request (BFR) Process is the process for NewSouth to request that SPNP be deployed in ALLTEL exchanges that are not then capable of LRN query service.
- 6.2 NewSouth may request that SPNP be deployed by ALLTEL in its switches located in the MSAs. ALLTEL will enable SPNP in the requested switches within six (6) months of receipt of BFR, based on the beginning dates for each MSA and subject to State Commission approval of an interconnection agreement with respect to the location of the requested switch.

- 6.2 A BFR with respect to opening an ALLTEL switch for SPNP must be made in the form of a letter from NewSouth to:

ALLTEL
Attn: Interconnection Services
1 Allied Drive
Little Rock, AR 72202

- 6.4 The BFR must specify the following:

- 6.4.1 The MSA in which requested switch(es) are located.
- 6.4.2 ALLTEL switch(es), by CLLI codes, which are being requested to become SPNP capable.
- 6.4.3 Specific, resident NXX codes requested to open in each ALLTEL switch on the BFR.
- 6.4.4 The date when SPNP capability is requested for each ALLTEL switch on the BFR; however, the requested date must fall within the governing FCC schedules and interval guidelines. .
- 6.4.5 CLLI and NXXs of NewSouth switches serving the exchanges associated with the relevant ALLTEL switches.

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ATTACHMENT 18: PERFORMANCE MEASURES

1.0 General

- 1.1 ALLTEL will use its best efforts to satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards that are specified in this Agreement or are required by law or regulation. In addition, ALLTEL's performance under this Agreement shall be provided to NewSouth at parity with the performance ALLTEL provides itself for like service(s).

2.0 Interconnection

2.1 Trunk Provisioning Intervals

2.1.1 Access Service Request (ASR)

Positive acknowledgment of receipt of a non-valid ASR will be made within two business days, provided the ASR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time.) The start time for determining the FOC interval will commence with receipt of a valid ASR. A non-valid ASR will not start the FOC interval.

2.1.2 Firm Order Confirmation (FOC)

An FOC confirming the due date will be sent within 2 business days (16 business hours) after receipt of a valid ASR subject to facility availability. Subject to availability of facilities service will be implemented (trunks in service) within 20 business days of receipt of a valid ASR.

2.1.3 Performance Expectation

Provided the conditions are met under 2.1.1 and 2.1.2 proceeding, ALLTEL's performance expectation is to provide 100% due dates met within reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.2 Trunking Grade of Service

2.2.1 Exchange Access (IXC Toll Traffic)

For exchange access traffic routed via an access tandem blocking on each leg will be held to .005 (1/2% blockage).

2.2.2 All Other

All other final routed traffic will be held to .01 (1% blockage).

2.2.3 Performance Expectation

Provided the conditions are met under 2.2.1 and 2.2.2 preceding, ALLTEL's performance expectation is to provide traffic flow 100% of the time. If service levels fall below the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

2.3 Trunk Service Restoration

2.3.1 Service Affecting

Service affecting trunk service trouble will be responded to within one hour (1) of trouble notification. Service affecting trouble is defined as a condition or event affecting 20% or more of the total trunk group and overflows are experienced.

2.3.2 Non Service Affecting

Non service affecting trouble will be responded to within one hour (1) of trouble notification, and best efforts will be made to restore service within twenty-four (24) hours.

2.3.3 Performance Expectation

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

3.0 Maintenance Intervals

3.1. Service Affecting

Service affecting maintenance trouble will be responded to within one hour (1) of trouble notification.

3.2 Non Service Affecting

Non service affecting trouble will be responded to within one hour (1) of trouble notification, and best efforts will be made to restore service within twenty-four (24) hours.

3.3 Performance Expectation

Zero loss of service due to downtime. If service levels fall below the Performance Expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days. Specific time-frames will be listed relative to performance.

4.0 Local Service Provisioning Intervals

4.1 Local Service Request (LSR)

Positive acknowledgement of receipt of a non-valid LSR will be made within two business days, provided the LSR is received before 3PM Eastern Standard Time (1PM Mountain Standard Time). The start time for determining the Local Service Request Confirmation (LSCN) interval will commence with receipt of a valid LSR. A non-valid LSR will not start the LSCN interval.

4.2 Local Service Request Confirmation (LSCN)

An LSCN confirming the due date will be sent within 2 business days (16 business hours) after receipt of a valid LSR subject to facility availability.

4.3 Performance Expectation

Provided the conditions are met under 4.1.1 and 4.1.2 proceeding, ALLTEL's performance expectation is to provide 100% due dates within the reporting month. If service levels fall below 95% of the performance expectation within a reporting month, root cause analysis and joint problem resolution will be implemented within thirty (30) days.

ATTACHMENT 19: BONA FIDE REQUEST (BFR) PROCESS

- 1.1 A Bona Fide Request (BFR) must be used when NewSouth requests a change to any Services and/or Elements provided hereunder, including features, capabilities, or functionality.
- 1.2 A BFR shall be submitted in writing by NewSouth and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that ALLTEL has sufficient information to analyze and prepare a response. Such a request also shall include NewSouth's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.3 Although not expected to do so, NewSouth may cancel, without penalty, a BFR in writing at any time. ALLTEL will then cease analysis of the request.
- 1.4 Within two (2) business days of its receipt, ALLTEL shall acknowledge in writing, the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
- 1.5 Except under extraordinary circumstances, within twenty (20) days of its receipt of a BFR, ALLTEL shall provide to NewSouth a preliminary analysis of the BFR. The preliminary analysis will include ALLTEL's proposed price (plus or minus 25 percent) and state whether ALLTEL can meet NewSouth's requirements, the requested availability date, or, if ALLTEL cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why ALLTEL is not able to meet NewSouth's requested availability date. ALLTEL also shall indicate in this analysis its agreement or disagreement with NewSouth's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If ALLTEL does not agree with NewSouth's designation, it may utilize the Dispute Resolution Process described in the General Terms and Conditions §9.0. In no event, however, shall any such dispute delay ALLTEL's process of the request. If ALLTEL determines that it is not able to provide NewSouth with a preliminary analysis within twenty (20) days of ALLTEL's receipt of a Bona Fide Need request, ALLTEL will inform NewSouth as soon as practicable. The Parties will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.6 As soon as possible, but in no event more than forty-five (45) days after receipt of the request, ALLTEL shall provide NewSouth with a BFR quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a price quote.
- 1.7 Unless NewSouth agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a BFR will be made as specified in this Agreement, unless otherwise agreed to by NewSouth.
- 1.8 Within thirty (30) days after receiving the firm BFR quote from ALLTEL, NewSouth will notify ALLTEL in writing of its acceptance or rejection of ALLTEL's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if ALLTEL responds that it cannot or will not offer the requested item in the BFR and NewSouth deems the item essential to its business operations, and deems ALLTEL's position to be inconsistent with the Act, FCC, or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set for in the General Terms and Conditions, §9.0 of the Agreement may be used by either Party to reach a resolution.

ATTACHMENT 20: DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well as terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the Effective Date of this Agreement.

"Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between ALLTEL and NewSouth for local interconnection.

"Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended by the Telecommunications Act of 1996, as may be subsequently amended or, as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"ALLTEL" has the meaning set forth in the preamble.

"Ancillary Services" are services which support, but, are not required for interconnection of telecommunications networks between two or more parties, e.g., 911 (if applicable) and Directory Services.

"Automatic Location Identification" or "ALI" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address, and the means of the emergency response agencies that are responsible for that address. The Competitive Local Exchange Company will provide ALI record information in the National Number Association (NENA) version #2 format.

"Automatic Location Identification/Data Management System" or "ALI/DMS" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

"Calling Party Number" or "CPN" is a feature of Signaling System 7 ("SS7") protocol whereby the 10-digit number of the calling party is forwarded from the end office.

"CLASS (Custom Local Area Signaling Service) and Custom Features" means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business customers (e.g., call waiting, call forwarding and automatic redial).

"Commission" or "PUC" or "PSC" means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

"Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network that digitally transmits call setup and network control data.

"Confidential Information" has the meaning set forth in §6.0 of the General Terms and Conditions.

"Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

"Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement, and includes the term "End User". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Customer Proprietary Network Information" or "CPNI" means information that relates to the quantity, technical configuration, type, destination, and amount of a Telecommunications Service subscribed to by any customer of a Telecommunications Carrier, and that is made available to the carrier by the customer solely by virtue of the carrier customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier.

"Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

"E911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

"Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.

"End Office" means a local ALLTEL switching point where ALLTEL end user customer station loops are terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Enhanced White Pages Listings" means optional features available for residential White Pages Directory Listings (e.g., bold, italics, lines of distinction).

"Exchange" is the geographic territory delineated as an exchange area for ALLTEL by official commission boundary maps.

"Exchange Access" is defined in the Act.

"Exchange Services" are two-way switched voice-grade telecommunications services with access to the public switched network with originate and terminate within an exchange.

"FCC" means the Federal Communications Commission.

"ICB" means individual case basis.

"Incumbent Local Exchange Carrier" or "ILEC" has the meaning given the term in the Act.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

"Interconnection Agreement" means the agreement between the Parties entitled "Interconnection Agreement Under §§251 and 252 of the Telecommunications Act of 1996," dated July 16, 1996.

"Interexchange Carrier" or "IXC" means a telecommunications provider that provides long distance communications services between LATAs and authorized by the Commission to provide long distance communications services.

"InterLATA" has the meaning given the term in the Act.

"IntraLATA Toll Traffic" means all IntraLATA calls provided by a LEC other than traffic completed in the LECs local exchange boundary.

"Interconnection Point" or "IP" is the point of demarcation at a technically feasible point within ALLTEL's interconnected network within the LATA, as specified in *Attachment 4* Section 2.1.1, where the networks of ALLTEL and NewSouth interconnect for the exchange of traffic.

"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" means the incumbent carrier that provides facility-based Exchange Services, which has universal-service and carrier-of-last-resort obligations.

"Local Service Provider" or "NewSouth" means a non-incumbent carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization) and authority necessary to provide Exchange Services.

"Local Service Request" or "LSR" means an industry standard form used by the Parties to add, establish, change or disconnect trunks, circuits and/or facilities associated with unbundled Network Elements.

"911 Service" means a universal telephone number, which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"Operating Company Number" or "OCN" means nationally recognized company codes set forth in Belcore's LERG that will be used as the official identification code for each company that provides local exchange telephone service.

"Parties," means ALLTEL and NewSouth collectively.

"Party" means either ALLTEL or NewSouth as applicable.

"P.01 Transmission Grade of Service" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Percent Interstate Local Usage" or "PLU" is a calculation which represents the ratio of the local minutes to the sum of local intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of the PLU.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"Recipient" means the Party to this Agreement, which has received Confidential Information from the other Party.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Telephone Exchange Service" means wireline exchange connections amongst LEC end users.

"Telecommunications" has the meanings given in the Act.

"Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called Party.

"Territory" means the incumbent local exchange areas within the states identified in Appendix A

"Undefined Terms" The Parties acknowledge that terms may appear in the Agreement that are not defined and agree that any such terms shall be construed in accordance with their end-user usage in the telecommunications industry as of the Effective Date of this Agreement.

"Work Locations" means any real estate that ALLTEL owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

ATTACHMENT 21: ACRONYMS

ALLTEL	ALLTEL
AMA	Automated Message Accounting
ASR	Access Service Request
BAN	Billing Account Number
BFR	Bona Fide Request
BRADS	Belcore Rating Administrative Data Systems
CAP	Competitive Access Provider
CATS	Calling Card and Third Number Settlement System
CCL	Carrier Common Line
CCS	Common Channel Signaling
CLASS	Custom Local Area Signaling Service
CMDS	Centralized Message Distribution System
CPN	Calling Party Number
CPNI	Customer Propriety Network Information
EAS	Extended Area Service
ELCS	Extended Local Calling Service
EMI	Exchange Message Interface
EUCL	End User Common Line
FCC	Federal Communications Commission
FOC	Firm Order Commitment
ILEC	Incumbent Local Exchange Carrier
IP	Interconnection Point
ISDN	Integrated Digital Services Network
ISDNUP	Integrated Digital Services Network User Part
IXC	Interexchange Carrier
LATA	Local Access and Transport Area
LEC	Local Exchange Carrier
LERG	Local Exchange Routing Guide
LOA	Letter of Authority
LRN	Local Routing Number
LSCN	Local Service Request Confirmation
NewSouth	Local Service Provider
LSR	Local Service Request
MSA	Metropolitan Statistical Area
MTP	Message Transfer Part
MTS	Message Telephone Service
NEBS	Network Equipment Building System
NECA	National Exchange Carrier Association
NIIF	Network Interoperability Interface Forum
NPA	Numbering Plan Area
NPAC	Number Portability Administration Center
OCN	Operating Company Number
OLI	Originating Line Information
PIC	Primary Interexchange Carrier
PLU	Percent Local Usage
PON	Purchase Order Number
PSC	Public Service Commission
PUC	Public Utilities Commission
RDBS	Routing Data Base Systems
SLC	Subscriber Line Charge

SONET	Synchronous Optical Network
SPNP	Service Number Portability
SS7	Signaling System 7
STP	Signaling Transfer Point
TCAP	Transaction Capabilities Application Part

Appendix 1: Billing Dispute Form
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APPENDIX A - Billing Dispute Form

Billing Company Contact Information Section:				
1. Billing Company Name:		2. Billing Contact Name:		
3. Billing Contact Address:		4. Billing Contact Phone:		
		5. Billing Contact Fax #:		
		6. Billing Contact Email:		
Disputing Company Contact Information Section:				
7. Disputing Company Name:		8. Disputing Contact Name:		
9. Disputing Contact Address:		10. Disputing Contact Phone:		
		11. Disputing Contact Fax #:		
		12. Disputing Contact Email:		
General Dispute Section:				
13. Date of Claim: (yyyy-mm-dd):		14. Status:	15. Claim/Audit Number:	
16. Service Type:				
17. ACNA:	18. OCN:	19. CIC:	20. BAN:	21. Invoice Number(s):
22. Bill Date:		24. Dispute Reason Code:		25. Dispute Desc:
23. Billed Amount: \$ _____				
26. Disputed Amount: \$			29. Dispute Bill Date From:	
27. Disputed Amount Withheld: \$			Dispute Bill Date Thru:	
28. Disputed Amount Paid: \$				
Dispute Information Section:				
30. Rate Element/USOC:		31. Rate: Billed Correct		
Factor Information: 32. PIU: Billed Correct 33. PLU: Billed Correct 34. BIP: Billed Correct 35. Other Factors: Billed Correct		36: Jurisdiction <input type="checkbox"/> Non Jurisdictional <input type="checkbox"/> Inter/Interstate <input type="checkbox"/> Intra/Interstate <input type="checkbox"/> Intra/Intrastate <input type="checkbox"/> Inter/Intrastate <input type="checkbox"/> Local 37. Mileage: Billed Correct 38. Contract Name/ #: 39. Business/Residence Indicator: 40: State: 41: LATA:		
Facilities/Dedicated Circuit Dispute Information Section:				
42. PON: 43. SON: 44. EC Circuit ID: 45. Circuit Location: 46. IC Circuit ID: 47. CFA:		48. TN/All: 49. Point Code: 50. USOC Quantity: 51. Two-Six Code:		
52. Facilities From Date:		Thru Date:		

Appendix 1: Billing Dispute Form
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Usage Dispute Information Section:			
53. End Office CLLI:		54. TN/All:	
55. Usage Billed Units/Quantity:		56. Usage Billed Units/Quantity Disputed:	
57. Directionality: <input type="checkbox"/> N/A <input type="checkbox"/> Orig. <input type="checkbox"/> Term. <input type="checkbox"/> Combination		58. Query:	59. Query Type:
60. OC&C SON:		61. OC&C PON:	
62. Usage From Date: Thru Date:			
Information Section:			
63. Tax Dispute Amount:		64. Tax exemption form attached : <input type="checkbox"/>	
65. Invoice(s) LPC billed:			
66. LPC paid, date of payment:			
OTHER			
67. Other remarks			
Resolution Information Section:			
68. Resolution Date:			
69. Resolution Amount: \$		70. Resolution Reason:	
71. Adjustment Bill Date:		72. Adjustment Invoice Number:	
73. Adjustment Phrase Code(s):	74. Adjustment BAN/	75. Adjustment SON:	
76. Disputed Amount: \$		77. Amount Credited: \$	
78. Bill Section Adjustment will appear on: OC&C _____ Adjustment _____			
79. Resolution remarks:			